



2021 Red Chris Mine Bargaining

USW LOCAL 1-1937 UPDATE

2021 BARGAINING UPDATE #3 – November 9, 2021

SUMMARY OF USW LOCAL 1-1937 PROPOSALS PRESENTED TO NEWCREST

Considering “certain employees” signed a form and applied to the Labour Relations Board today to have the Union decertified, we think it is extremely important that all members understand what you stand to lose if the crew voted to decertify.

The following is a summary of issues the USW Bargaining Committee proposed on November 2, 2021. It represents the main points of each article of our proposal but is not the full text of our proposal for a first collective agreement for USW members at Red Chris.

We are confident you will agree that the improvements in working conditions, job security, wages, premiums, pension, benefits and bonuses these proposals represent are too great to throw away for you and your family.

It's not clear at this date if the Labour Relations Board will conduct an electronic or mail vote in the coming week, as the hearing is on Friday, but one is held, we urge all of you to Vote “YES” to continue to be represented by the United Steelworkers Local 1-1937.

PREAMBLE

We have proposed a standard preamble noting the parties will cooperate fully and abide by the collective agreement terms for the benefit of both parties.

ARTICLE 1 – RECOGNITION

We have proposed standard recognition language that defines the bargaining unit as described on the certification from the labour relations board of BC.

ARTICLE 2 – MANAGEMENT RIGHTS

We proposed standard management rights noting their right for direction and promotion of the working forces and right to select employees and discharge employees for just and reasonable cause. Just and reasonable cause is a higher standard that Newcrest will have to meet when they discipline or terminate an employee. Higher than what is required in a non-union workplace. This is a significant improvement for your job security.

ARTICLE 3 – HUMAN RIGHTS

We proposed important language that we have in most collective agreements that recognizes the parties’ agreement on human rights and on creating a harassment free workplace with a process for joint investigations, instruction, and training.

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ARTICLE 4 – UNION SECURITY

There is standard language our Union uses to ensure members are signed up when hired and stay members of the Union during their employment and how dues and assessments are collected. The article also contains language protecting against non bargaining unit employees performing bargaining unit work.

ARTICLE 5 – CAMP COMMITTEE

We have proposed important language to establish the Union's Camp Committee (Stewards) appointed or elected by the Union and their importance in problem solving, including settling and handling grievances; their ability to have access on the site to conduct their duties; and provisions for two company paid steward positions; leave provisions for Union duties; pay for meetings; suitable office space, telephone and Wi-Fi access, meeting room use, lockable bulletin boards and meetings with new hires during their orientation.

ARTICLE 6 – HOURS OF WORK

The Union proposes to negotiate all terms and conditions for the Hours of Work Article continuing the current shift and rotation, and negotiating language for all related items such as lunch periods, break times and length, definition of workday, shift changes, etc.

ARTICLE 7 – OVERTIME AND SPECIAL PAY

The Union proposes terms for voluntary overtime to be agreed upon, including that it be equitably distributed, and language negotiated for all situational overtime. The article also provides for special pay premiums and the banking of overtime which is not in place at the moment.

ARTICLE 8 – TECHNOLOGICAL CHANGE

This article is extremely important to workers in an industry where tech change is happening on a continuous basis and it is clearly a priority that the workers have assurances when tech change occurs, through training, retraining and severance access where necessary. This article also addresses the need to provide job security through training for new work opportunities for workers e.g., if underground Block Caving work leads to job losses, workers would be retrained for the new work and not terminated.

ARTICLE 9 – WAGES

While the wage rates proposal and job classification proposal are at Appendix A and B respectively, under this article, it contains a process for rates of pay when temporarily transferring jobs; an effective process for determining rates of pay when new jobs are created or when jobs are substantially changed and contains some premium rates not noted in other articles.

Premiums proposed here include:

Lead Hand - \$55 per shift

Pit Bus Driver - Half hour at overtime rate per day

Travel Payment - \$1000 per rotation

Hot Change Allowance – Half hour at double time

Site Departure Delays – language and rates paid for delays traveling to and from the site

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ARTICLE 10 – PAY DAYS

This article describes the information we propose be included in all pay stubs so that employees can have all of the information they need to determine that their compensation is in order.

ARTICLE 11 – GROUP REGISTERED RETIREMENT SAVINGS PLAN

We propose to continue with the group plan with revisions on contributions moving the employer contribution to 7% for all employees and employees contributing a minimum of 5% when participating. We have also proposed that the contributions are not locked in as they currently are.

ARTICLE 12 – APPRENTICESHIP PROGRAM AND TRADES TRAINING

The Union proposes the details of the current apprenticeship program be detailed under this article, including that an apprentice be paid full wages, while in school and all other costs including but not limited to books to be paid by the Company.

ARTICLE 13 – TRAINING

The Union proposes the parties negotiate training program language to benefit both our members and the Company in the advancement of training within all departments of the operation. The training shall be awarded based on seniority and the Union is willing to review the current training process including Lines of Progression to determine if that will be agreeable within the training program moving forward.

ARTICLE 14 – PAID HOLIDAYS

The paid holiday article and language we have proposed is fairly standard for Union contracts as it includes all current Federal and Provincial statutory holidays with the addition of the new Truth and Reconciliation Day and Tahltan Day which the company currently recognizes. We have proposed an additional two floating holidays that are found in other Union contracts. It also includes terms and rates paid for when work is performed on a paid holiday, when it falls during an employee's vacation, as well as more generous qualifying conditions for the paid holidays.

ARTICLE 15 – VACATION WITH PAY

In this article we noted that the current vacation with pay provisions of Newcrest falls below what other Unionized mines provide. We proposed the following increases and due to the long-term projections for the mine, we have proposed future service time increases. Other standard vacation Union contract terms have been added as well.

Completed Years of Service	Working Hours Entitlement	Accrual Percentage% Entitlement
0 months but less than 12 months	0	6
1-3 years	140	6
4-7 years	180	8
8-11 years	216	10
12-15 years	252	12

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ARTICLE 16 – INSURANCE BENEFITS

The Union proposes increases to current benefits (noted below) and we also proposed that a Union benefits company called WE Benefits, be engaged to give a quote on the benefits and if it provides a cost savings on the premiums paid by Newcrest, we would move the benefit plan to the new carrier. Ultimately, we also propose that the employee benefits and their terms be written into the agreement. Benefits to be supplied to employees on the first of the month following their first day worked and employees shall have four (4) months benefit coverage during a layoff where currently it ends after the month of layoff. Included is a provision for benefits to continue indefinitely for all employees off work due to authorized leave of absences including those for injury or illness, STD, LTD, WCB etc.

The Union proposes the following benefit level increases:

Dental - Level I to IV increase calendar year and combined maximum to \$5000

Level V increase to 70% and lifetime maximum to \$6000

Vision Care - \$600 per 24 months

Chiropractor etc. - \$2500 per calendar year

Psychologist etc. - \$2000 per calendar year

Hearing Aids - \$600 per 5 calendar years

Short Term Disability - \$2000 weekly benefit

Sick Days – 10 days per year

ARTICLE 17 – SENIORITY

Seniority is a cornerstone of Union collective agreements and is extremely important to Union members and fundamental to the agreement. Our Seniority article addresses where seniority needs to apply including for training, filling vacancies, promotion, transfer, vacation, shift preference or rotation, lay-off, or recall, senior qualified employees shall be entitled to preference, the article also proposes a lower 30 day probationary period, eliminates term employees by making them fulltime, lays out both Department and Company seniority and the length of seniority retention (where laid off) for a maximum of 48 months.

ARTICLE 18 – JOB POSTINGS

The language proposed covers the process for posting jobs and temporary vacancies and the application of seniority in that process. We note the operation has job progression currently which we are open to discussing in bargaining to determine if it is the best process to advance.

ARTICLE 19 – LEAVE OF ABSENCE

Also, it is fundamental that an employee has rights to access a leave of absence (LOA) from work for various issues. We have included what is a standard leave section found in most USW collective agreements and note that the LOA provisions state that leaves will be granted, not may be granted, so you are assured you will get the leave you request. Types of leave include everything you have now plus Union leave, improved bereavement leave, and a provision for indigenous leave.

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ARTICLE 20 – HEALTH, SAFETY, AND ENVIRONMENT

The article provides for a Joint Occupational Safety and Health Committee (JOSH), that bears equal representation and lays out its functions and reporting structure. We have not limited the number of Union JOSH members, as this will be determined in bargaining. The article lays out investigation process, provides for a safety complaint form, the right to refuse unsafe work, safety equipment provided, first aid ticket premium of \$135 per pay period, mine rescue premium of \$90 per pay period, boot allowance of \$500 per year with an additional \$250 for boots that need replacement sooner, free prescription safety glasses, \$350 per 24 months for moulded hearing protection, high visibility wear, mobile equipment log books, workplace hazardous materials information system, it also contains a proposal that seeks improvements to food services, rooms and bathroom conditions (jack and jill) and at work bathroom availability, cleaning and added amenities such as microwaves/fridges, and better recreational opportunities to ensure your down time is in a better environment while on site. The article also notes our proposal to negotiate a Joint Disability Management Committee.

ARTICLE 21 – CONTRACTING OUT

Significantly important to USW members is their job security which this proposal provides. This proposed article contains provisions to ensure that bargaining unit work is not eroded by contractors while understanding the company obvious concern for cost effectiveness and efficiency. It also contains our commitment to work with the company and the Tahltan regarding their Benefit Impact Agreement.

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ARTICLE 22 – SEVERANCE PROVISION

No one wants to be in a position where they are receiving severance, but it is very important that if it is necessary that the severance reflect the services the employee has provided. The current Employment Standards do not reflect the service of Red Chris employees. **Therefore, we have proposed a severance provision from another USW collective agreement that does take into account an employee's contribution by paying severance when required at 180 hours pay including premiums per year to a maximum of 1500 hours pay which far exceeds what you are entitled to now.**

ARTICLE 23 – EDUCATION AND HUMANITY FUNDS

This language is standard in most USW agreements. These funds are separate with a separate purpose each. The Education Fund is employer funded and provides for employees to get the training they need to ensure they can address the issues that arise from the collective agreement with confidence, both from a safety standpoint, and a Camp Committee standpoint. That training helps the employee, the Union, and the Company as it provides management the trained individual that can resolve issues early and understands the importance of the relationship between the parties.

The Humanity Fund is supported by the Union members through payroll deduction of 0.01 cent per hour to provide funding for Humanity issues worldwide and here at home in Canada. Examples of the important work the fund provides includes disaster relief, food banks, protection of women's rights in underdeveloped countries among many others.

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ARTICLE 24 – GENERAL PROVISIONS

There is a proposal to increase all current tool allowances and provide that the Company will replace employee-owned tools, when they are lost, damaged or broken.

ARTICLE 25 – ADJUSTMENT OF GRIEVANCES

There is standard language proposed that is in all USW collective agreements to allow an easy and efficient way to process grievances to a resolve or through to a third-party arbitration. It is a 4-step grievance process that allows for up to 14 days per grievance step.

ARTICLE 26 – ARBITRATION

The arbitration process is also one that is in all USW contracts that provides a third-party hearing (conducted by lawyers) to ensure the best representation possible for members whose grievances were not resolved under article 25 and are advanced to arbitration by the Local Union.

ARTICLE 27 – DISCIPLINE

We have proposed language ensuring copies of employee discipline will be sent to the Camp Committee and Local Union and that discipline when not removed through the grievance procedure, will only stay on an employees file for one year. We also have proposed that Stewards from the Camp Committee will be at all disciplinary meetings to support members being disciplined.

ARTICLE 28 – STRIKES AND LOCKOUTS

Standard language is being proposed here to state as the law states that the Company will not lock you out of work and the Union will not go on strike during the term of the agreement.

ARTICLE 29 – DURATION OF AGREEMENT

The term of the agreement is negotiable and will be determined in the course of bargaining.

APPENDIX A

WAGE GRADE RATES

We are proposing significant wage increases to current rates of pay last increased on October 1st. The current rates are noted below.

The Union also includes a no downs provision to ensure no employee would have wages reduced by the implementation of the agreement. This is standard but never required unless an employee had an agreement that paid that employee far above what other employees were paid for the same work. In reviewing the current rates at Newcrest there appears to be no instances where any employee is paid significantly more than another in the same or similar job. **It is anticipated that significant increases will be bargained for each employee's current rate of pay.**

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The Union expects to negotiate significant improvements to the current rates noted below

Wage Grade	2021
1	\$ 30.52
2	\$ 31.95
3	\$ 32.17
4	\$ 32.81
5	\$ 33.94
6	\$ 34.33
7	\$ 34.49
8	\$ 35.18
9	\$ 35.98
10	\$ 36.79
11	\$ 36.83
12	\$ 36.97
13	\$ 37.17
14	\$ 38.44
15	\$ 38.76
16	\$ 38.82
17	\$ 39.42
18	\$ 39.57
19	\$ 40.41
20	\$ 40.56
21	\$ 40.61
22	\$ 41.55
23	\$ 41.57
24	\$ 41.70
25	\$ 43.12
26	\$ 43.13
27	\$ 43.34
28	\$ 43.65
29	\$ 44.82
30	\$ 45.66
31	\$ 46.08
32	\$ 46.13
33	\$ 47.23
34	\$ 47.59
35	\$ 49.74
36	\$ 50.22
37	\$ 50.74
38	\$ 54.20

COPPER BONUS

We have proposed a **Copper Bonus** which is a priority for our members and a key part of our monetary proposals. We believe that fairly compensating USW Members in good metal markets is good for both parties. We strongly believe that the work members performed is integral to Newcrest's profits. It is in the best interest of both the workers and Newcrest for their workers to have additional compensation when markets rise. The bonus is based on the bonus program currently applied at the USW certified operation, Highland Valley Copper.

Average Copper Price:	Bonus Payment:
\$3.20 Canadian or greater	+6%
\$3.10	+5%
\$3.00	+4%
\$2.90	+3%
\$2.80	+2%
\$2.70	+1%

The Copper Bonus provision would add a significant boost to your overall compensation and will be a welcome addition for all employees.

APPENDIX B

WAGE GRADE JOB CATEGORIES

The groupings noted below are the current jobs broken into categories based on their current rate of pay starting with the highest. Several jobs are paid in more than one wage category. We proposed that where a member is being paid a lower rate for a job that is paid at a higher category the lower rate shall be moved to the higher, prior to any negotiated increases.

- 38 Service Warehouse
- 37 Automotive Mechanic
Certified Heavy-Duty Mechanic
Journeyman Electrician
Certified Welder
Certified Warehouse Technician
Journeyman Millwright
Journeyman Carpenter
Journeyman Gas Fitter
Journeyman Welder
Journeyman Plumber
Certified Light Vehicle Mechanic
Light Vehicle Mechanic
Journeyman Pipefitter
Journeyman Steamfitter/Pipefitter
Journeyman Instrumentation Mechanic

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- J journeyman Plumber & Pipefitter
Apprentice Electrical 4th Year
J Journeyman Scaffolder/Carpenter
- 36 Team Lead – Mine Operations Crews A, B, C, D
- 35 Journeyman Welder – Mobile Maintenance
- 34 Team Leader – Cyclone Sand Operations
- 33 Mill Control Room Operator
- 32 Uncertified Carpenter
Uncertified Heavy-Duty Mechanic
Water & Wastewater Treatment Operator
Uncertified Heavy-Duty Mechanic
Uncertified Carpenter
- 31 Senior Mill Technician/Control Room Operator
- 30 Apprentice Millwright 4th Year
Apprentice Carpenter - 4th Year
Apprentice HD Mechanic 4th
- 29 Prod Shovel - Loader Operator
Mill Operator I
Pit Utility – Crew C
- 28 Cyclone Sand Equipment Operator – Tailing Impounds Cyclone A, B (similar job in group 17)
- 27 Blaster
Driller
Mill Operator II
- 26 Apprentice Parts Technician - 3rd Year
Apprentice Warehouse Technician-3rd Year
- 25 Apprentice Welder – 3rd Year
Apprentice HD Mechanic 3rd – Mobile Maintenance D
Apprentice Welder 2nd – Mobile Maintenance C
- 24 Pit Utility – Crew A & B
- 23 Equipment Operator – Mine Operations Crews A, B, C, D (similar job in group 20)
Mill Operator III
Pit Utility – Crew D
- 22 Journeyman Parts Technician
- 21 Equipment Operator – Site Services A & B
Serviceman – Mobile Maintenance A, B, C, D

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- 20 Equipment Operator – Mine Operations Crew D
- 19 Construction Technician
- 18 Tailings Cyclone Sand Plant Operator – Mill Operations Crew 2A
- 17 Cyclone Sand Equipment Operator – Tailing Impounds Cyclone B
Warehouse Yardman
- 16 Field Assistant
- 15 Tailing Dam Lab Technician
- 14 Buyer
Purchaser
- 13 Haul Truck Driver (same job in group 10)
Mill Operator IV
Mill Technician
Site Services Maintenance Personnel
Tailings Cyclone Sand Plant Operator – Mill Operations Crews 2B, 2C, 2D
- 12 Mill Operator
- 11 Fuel & Lube Truck Operator – Mobile Maintenance
Lube Serviceman – Mill Maintenance
- 10 Haul Truck Driver
- 9 Site Assayer
- 8 Warehouse Technician
Uncertified Warehouse Technician (same job in group 7)
- 7 Uncertified Warehouse Technician
- 6 Tool Crib Attendant
- 5 Mill Trainee
- 4 Field Assistant (same job in group 3)
Labourer Mobile
- 3 Field Assistant
- 2 Sample Prep Assay
- 1 Labourer Mill
Site Services Labourer
Steam Truck Operator

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RATES OF PAY FOR INDENTURED APPRENTICES

Wage categories and hours of work for apprentices will be negotiated.

MODIFIED WORK PROGRAM LOU

We have proposed a program for modified work for employees unable to perform their regular work while recovering from illness or injury.

Overall, there are significant wages, premiums, pension, and benefit improvements, along with improved job security, seniority rights and protection from unwarranted discipline available to you if you exercise your right to remain a Union operation.

IF THE LRB CONDUCTS AN ELECTRONIC OR MAIL VOTE ON THE QUESTION OF WHETHER YOU WANT TO CONTINUE TO BE REPRESENTED BY THE UNION - PLEASE VOTE TO PROTECT YOUR RIGHTS BY VOTING “YES” TO CONTINUE TO BE REPRESENTED BY THE UNITED STEELWORKERS LOCAL 1-1937

In Solidarity,

Brian Butler
President



Brian Butler – President, USW Local 1-1937

Phone: (250)746-6131 Fax: 250-746-1012

USW Local 1-1937 Offices: Duncan, Port Alberni, Courtenay, Port McNeill, and Burnaby

Website: www.usw1-1937.ca

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Facebook: usw1-1937

BB/jm
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